

# HERMÈS

HERMÈS OF PARIS, INC.

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PERSONAL & CONFIDENTIAL

August 10, 2015

Matthew Swain  
Managing Director  
Hermès of Paris, Inc.  
1200 Morris Turnpike  
Space A216  
Short Hills, NJ 07078

Re: Dispute Resolution Procedure

Dear Matthew:

As you know, Hermès has been a family owned company for nearly 180 years with a long held tradition of embracing our Hermès colleagues as members of a larger family. However, as may be true in any family, disagreements or disputes sometimes may arise. When they do arise, such disagreements or disputes may result in lengthy, distracting and expensive litigation in court, which can disrupt the workplace, interfere with our collegial relationships and inhibit the spirit of family so valued at Hermès.

That is why Hermès of Paris, Inc. ("HOP" or "the Company") is adopting a Dispute Resolution Procedure designed to result in more efficient, less expensive, and less disruptive dispute resolution procedures for employees and HOP. With this Dispute Resolution Procedure, the Company's goal is to facilitate the prompt resolution of any disputes, and to resolve them confidentially and fairly without having to resort to the court system. A list of disputes covered and excluded is attached at the end of this letter.

The procedure has 3 steps to facilitate resolution: Step 1 (informal efforts through HOP management channels), Step 2 (external mediation by an independent, neutral third-party) and Step 3 (final, binding arbitration by an independent, neutral third-party).

Step 1. (Internal Channels)

Employees who have a complaint or concern should speak to their supervisor. If they do not feel comfortable doing so, or the complaint or concern involves the supervisor, employees should contact the SVP or Senior Director of HOP Human Resources. Our hope is that most disputes can be resolved through these internal discussions.

**Step 2. (External Mediation)**

If a dispute is not resolved, either you or HOP will have the opportunity to discuss and hopefully amicably resolve the matter through mediation—a voluntary, confidential non-binding process. Either you or HOP may invoke the mediation procedure by submitting a request to the SVP or Senior Director of Human Resources. Mediation allows either you or HOP to seek to resolve the dispute through a facilitated conversation before an independent, experienced, neutral mediator whom you and HOP will jointly select from the American Arbitration Association (AAA), a well-respected provider of alternative dispute resolution service. AAA mediation procedures will apply. HOP will pay the costs and fees of the mediation and you may, if you wish, be represented by an attorney in the mediation, but you will be responsible for your own attorneys' fees.

**Step 3. (Final and Binding Arbitration)**

If a dispute cannot be resolved through mediation, either you or HOP may initiate final and binding arbitration within six months after you or HOP become aware, or should have reasonably become aware, of the facts giving rise to the dispute, unless the dispute arises under a law that provides an alternate filing period, in which case such period shall apply. Your request for arbitration should be sent to the SVP or Senior Director of Human Resources.

Arbitration offers a speedy, confidential and economical way for you and HOP to present the dispute to an independent, experienced, neutral arbitrator whom you and HOP will jointly select from the AAA arbitrator panel. The arbitrator will decide the dispute and his or her decision will be binding on both you and HOP. The arbitrator has the same power to award the remedies otherwise available in court. HOP will pay the costs and fees associated with the arbitration, and you may, if you wish, be represented by an attorney in the arbitration, but you will be responsible for your attorneys' fees.

The dispute will be resolved by a single arbitrator, to be held in City, State and County of New York, unless you and the Company agree otherwise. Applicable AAA Employment Arbitration Rules shall apply except as otherwise specified in this agreement. In reaching his or her decision, the arbitrator shall apply the governing substantive law applicable to the parties' claims and defenses otherwise available in court and enforce HOP policies and procedures, as applicable. (The Weblink for AAA is referenced in the attachment at the end of this letter. On the website you will find useful information that explains these alternative dispute resolution procedures in greater detail).

Any dispute submitted to arbitration must be submitted only on behalf of you individually or HOP, and neither you nor HOP shall have the right to obtain relief through a class or collective action, or join or consolidate your dispute with the claims of any other person. The arbitrator shall have no authority or jurisdiction to process, conduct or rule upon any class, collective or private attorney general proceeding, or to consolidate any individual claims in one proceeding absent mutual consent of the parties.

**Other Important Information**

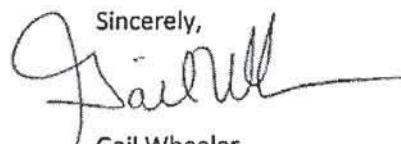
This Dispute Resolution Procedure remains applicable even if you are no longer employed by HOP at the time you assert a claim. By signing below, you agree (i) to mediate; and (ii) to arbitrate, with arbitration being the sole, exclusive, and final forum for any remedy. You acknowledge you are waiving any right you may have to a court or jury trial.

Although mediation and arbitration proceedings will be treated as confidential, nothing shall preclude you or HOP from disclosing information as may be required by law, court order or pursuant to a valid subpoena, to a government agency in connection with a charge or investigation it is conducting or to law enforcement authorities.

Your signature below indicates your understanding and acceptance of this Dispute Resolution Procedure. Your signature also indicates that you understand that you remain an employee at-will. Either you or HOP may file a request with a court for injunctive relief to enforce this Dispute Resolution Procedure. New York law shall apply to this agreement

\* \* \*

HOP believes that resolving our differences in this manner is in keeping with the spirit and values of Hermes. Thank you for working together to maintain and enhance our very special culture.

Sincerely,  
  
Gail Wheeler  
Vice President, Legal Counsel

Please sign below to accept this agreement. Your signature means that you have read this agreement, understand it and are voluntarily entering into it.

  
Matthew Swain  
Dated: 8-28-15

**ATTACHMENT**

**Disputes Covered.**

The disputes covered by the Dispute Resolution Procedure include all legal and equitable claims, demands, and controversies, of whatever nature or kind, whether in contract, tort, under statute or regulation, or some other law, between you and HOP, its corporate parent (including, without limitation, Hermès International), their affiliates and subsidiaries and its and their owners, directors, officers, executives and employees (collectively, "HOP Entities and Persons") including, without limitation, those arising out of or related to: (i) the terms and conditions of your employment with, or separation from, HOP or HOP Entities and Persons; (ii) any agreements (written or oral) now in existence or that may come into existence in the future between you and HOP or HOP Entities and Persons; (iii) any employment policies or employee benefit plans; (iv) disputes arising from or related to alleged unfair competition, violation of trade secrets, disclosure of confidential, proprietary or private information belonging to HOP or HOP Entities and Persons; (v) claims arising from or related to alleged discrimination, harassment, or retaliation in employment (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition) under any federal, state and/or other governmental law, statute, regulation, and/or ordinance; (v) any whistleblowing claims arising under federal, state and local laws and common law; (vi) any claims relating to leaves of absence, benefits, or compensation or post-termination benefits under federal, state and local laws; and (vii) any claims arising under any other foreign, U.S. federal, state, local law or regulation but excluding those set forth in the following paragraph.

**Disputes Excluded.**

The following claims are excluded from the Dispute Resolution Procedure (i) claims for workers' compensation benefits; (ii) claims for unemployment compensation benefits; (iii) claims that are legally prohibited from being subject to mandatory arbitration; (iv) claims under benefit plans with their own existing claims procedures; and (v) claims for injunctive relief to enforce the arbitration provisions of this Agreement, pending resolution of any dispute through the procedure set forth herein.

Additionally, the Dispute Resolution Procedure does not restrict you from exercising any statutory right you may have to initiate or participate in any unfair labor practice cases or other proceedings before the National Labor Relations Board, to file a charge with, provide information to or participate in any proceeding or seek assistance through the Securities Exchange Commission, U.S. Equal Employment Opportunity Commission or other state or local fair employment practices agencies or other governmental agency, or to report any fraud or violation of law to any other governmental agency or law enforcement body; provided, however, you must submit all claims for individual monetary or equitable relief in connection with any disputes covered to binding individual arbitration, which will be your sole and exclusive avenue to obtain damages or equitable relief.

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AAA Employment Arbitration Rules and Mediation Procedures can be found at: [https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTG\\_004366&\\_afrLoop=1560858472499844&\\_afrWindowMode=0&\\_afrWindowId=wxa2yxpnn\\_244%40%3F\\_afrWindowId%3Dwxa2yxpnn\\_244%26\\_afrLoop%3D1560858472499844%26doc%3DADRSTG\\_004366%26\\_afrWindowMode%3D0%26\\_adf.ctrl-state%3Dwxa2yxpnn\\_304](https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTG_004366&_afrLoop=1560858472499844&_afrWindowMode=0&_afrWindowId=wxa2yxpnn_244%40%3F_afrWindowId%3Dwxa2yxpnn_244%26_afrLoop%3D1560858472499844%26doc%3DADRSTG_004366%26_afrWindowMode%3D0%26_adf.ctrl-state%3Dwxa2yxpnn_304).